MEMORANDUM OF AGREEMENT

RE: DEVOLUTION OF CONTINUING CARE FROM THE DEPARTMENT OF HEALTH TO THE DISTRICT HEALTH AUTHORITIES

Between:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA THROUGH THE AGENCY OF THE PUBLIC SERVICE COMMISSION

(hereafter the “Province”)

and

THE SOUTH SHORE DISTRICT HEALTH AUTHORITY, A BODY CORPORATE ESTABLISHED UNDER THE HEALTH AUTHORITIES ACT S.N.S. 2000, C.6

(hereafter the “Employer”)

and

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

(hereafter the “Union”)

Whereas:

On January 17, 2008, the Government announced its decision to begin the process of integrating continuing care services within the District Health Authorities and

This involves a transition of the Department of Health’s Continuing Care functions and employees to the District Health Authorities, and

In respect of the Employees of the Department of Health who are listed on Schedule A hereto and who are represented by the Union and who deliver or support the delivery of continuing care programs and the Parties hereto have agreed to transfer their employment from the Province to the Employer by way of this Agreement.

Now therefore it is agreed as follows:

1. Definitions

a) Agreement means the Memorandum of Agreement between the Province, the Union and the Employer including any schedule hereto.

b) Bargaining Unit means the Bargaining Unit as defined in the Collective Agreement which unit is commonly referred to as the “fifth unit”, amended as follows:

Bargaining Unit means all regular and temporary full-time and part-time employees, and casual employees as provided by this agreement engaged in providing addiction /
drug dependency and public health programs and who deliver or support the delivery of continuing care programs, but excluding those persons represented by other bargaining agents, those persons included in a bargaining unit of employees of the Employer engaged in providing services other than addiction / drug dependency and public health programs or the delivery or support of the delivery of continuing care programs and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act.

c) **Collective Agreement** means the Collective Agreement between the Employer and the Union which applies to the Bargaining Unit and which is in effect as of the Devolution Date.

d) **Devolution Date** means the date upon which the Employees of the Province commence being employees of the Employer which date will be confirmed by the resigning of this Agreement by the Province, the Employer and the Union.

e) **Employee(s)** means an employee of the Province engaged in delivering or supporting the delivery of continuing care programs who is listed in Schedule “A” hereto and who becomes an Employee of the Employer on the Devolution Date.

2. **Effective Date**

This Agreement shall have effect on and after the Devolution Date.

3. **Voluntary Recognition**

a) The Employer recognizes the Union as the exclusive bargaining agent for all of the Employees of the Employer in the Bargaining Unit and the Employer and the Union agree that this Agreement constitutes a voluntary recognition within the meaning of section 30 of the Trade Union Act;

b) The Employer agrees to post, on and after the Devolution Date, a copy of this Agreement in a conspicuous place or places where it is most likely to come to the attention of Employees and to continue the posting of the Agreement for a minimum period of 30 days.

4. **Continuity of Employment**

The employment of all Employees listed in Schedule A shall continue without break or interruption and, subject to any agreement between the Employer and the Union, all seniority rights of these Employees shall continue unaffected by the change in their employment from the Province to the Employer.
5. **Rights and Obligations**

a) The Employer and the Union agree that on and after the Devolution Date the Collective Agreement will apply to the Employees subject only to this Agreement and to such variation of the Collective Agreement as is agreed to herein or may later be agreed to between the Employer and the Union.

b) The Employer agrees all accrued rights to pay, overtime pay, sick leave, public service awards, holidays, pensions, vacation, time off in lieu of overtime, compensatory time off for compensation when such time off is not possible, public service award advances, leaves of absence, maternity leave, pregnancy leave, adoption leave, leave for birth of child, parental leave or other existing leave arrangements, all rights to return to work from any leave, sickness, workers' compensation or injury on duty, vacation or holidays, granted or agreed prior to the effective date of this Memorandum of Agreement are preserved unaffected by the change in employment from the Province to the Employer. After the Devolution Date such Employees shall accrue such rights in accordance with the Collective Agreement unless otherwise stated herein.

c) (i) Employees in a matching classification presently in the Collective Agreement shall be placed on the existing wage scale of that classification at the next higher step. If there is no next higher step, the Employee shall be “PIO’d” at his or her hourly rate of pay so long as the employee continues to work in his or her present classification.

(ii) Employees in a classification not presently in the Collective Agreement, other than Staff Nurses, will maintain their classification and wage scale in effect as of the Devolution Date.

(iii) Employees in the Staff Nurse classification shall be paid according to the wage scale attached as Appendix “__”.

d) An employee who has earned, by having 288 months of service as of the Devolution Date, a greater vacation entitlement than that provided in the Collective Agreement shall retain that entitlement. Employees will be exempt from Article 18.09 (expiry of vacation accumulation) until a new Collective Agreement is in effect.

e) Education Premiums in Article 35.17 of the Collective Agreement shall apply to those Employees who are Staff Nurses, and on a “present incumbent only” basis to Continuing Care Coordinators who are Registered Nurses and presently paid the educational premiums available to Staff Nurses, so long as they continue to work in their present classification.

f) Any “grandfathered” sick leave banks shall be used by the Employees after the Devolution Date only in accordance with the Collective Agreement.
g) The Province and the Union agree that on and after the Devolution Date the Province, in respect of the Employees, shall have no further obligation under The Civil Service Master Agreement.

h) Employees who retire with an actuarially-reduced pension will receive the retirement allowance pursuant to Article 31 of the Collective Agreement.

i) The Province agrees to secure an Order-in-Council, if necessary, to provide that the Employees will be able to continue their public service pension as employees in the Bargaining Unit.

j) If necessary to ensure that the employees in the Bargaining Unit are covered by the Public Service Long-Term Disability Plan, the Employer and the Union agree to jointly request the Trustees of the Plan to include the Employer and the employees under that Plan.

k) The Employer and the Union agree that this Agreement shall be incorporated into and become part of the Collective Agreement.

6. **Existing Grievances etc.**

a) All grievances, classification appeals, adjudications, interest arbitrations and judicial review proceedings which arose before the Devolution Date shall continue unaffected by the change in employment from the Province to the Employer with such modification to process as may be required by the Collective Agreement, and with the Employer continuing as the Employer in the place and stead of the Province.

b) All classification disputes which have been referred to a Classification Appeal Tribunal under the Civil Service Master Agreement before the Devolution Date, but which have not begun shall proceed to the Appeal Tribunal (unless earlier resolved between the Union and the Employer) and the Employer shall continue as the Employer before the Tribunal in the place and stead of the Province.

7. **Recognition of Employee Service and Seniority**

a) Subject to any agreement between the Union and the Employer, all periods of service of an Employee in the Civil Service and periods of employment recognized as service by the Province before the Devolution Date shall be deemed service with the Employer for all purposes and all seniority rights of Employees shall be preserved and shall continue unaffected by the change in employment from the Province to the Employer.

b) Seniority of Employees as of the Devolution Date is defined as the length of continuous employment dating from the last date of appointment to the Civil Service.

c) The Employees will be placed on the merged Public Health and Addictions Services seniority list for the Employer.
d) As of the Devolution Date, an Employee who is a “Term” employee under the Civil Service Master Agreement shall be considered a “Temporary Employee” under the Collective Agreement, except that such Temporary Employees who reach three or more years of accumulated service shall have layoff/recall rights as provided in Article 34 of the Collective Agreement.

8. Work Schedules, Vacation Schedules and Shift Arrangements

a) Until changed in accordance with the Collective Agreement all hours of work, work schedules, vacation schedules, and shift arrangements of the Employees in effect immediately before the Devolution Date shall continue unaffected by the change in employment from the Province to the Employer.

b) The Employees shall be included in Group A for the purpose of Article 16 of the Collective Agreement.

9. Re-Signing of Memorandum

All parties hereto agree to re-sign the Agreement on the Devolution Date.

Dated at ______________, this ___ day of ______________, 200__.

Witness(es)
For the Province
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For the Employer
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For the Union
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Signed on behalf of the Province
________________________

Signed on behalf of the Employer
________________________

Signed on behalf of the Union
________________________
Re-signed this day of , 200

Witness(es)
For the Province

Signed on behalf of the Province

For the Employer

Signed on behalf of the Employer

For the Union

Signed on behalf of the Union
<table>
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<th>EMPLOYEE NAME</th>
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